

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

Chapter 7

EAGLE IRONWORKS, LLC,

CASE NO. 3:12-bk-00918-PMG

Debtor.

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GORDON P. JONES, CHAPTER 7  
TRUSTEE,

Plaintiff,

Adversary No. 3:13-ap-00072-PMG

vs.

SYNERGY GROUP, INC., a Michigan  
Corporation, also known as SYNERGY  
GROUP SE, INC.,

Defendant.

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**CONSENT JUDGMENT**

This Adversary Proceeding is before the Court upon the Complaint of Gordon P. Jones, Chapter 7 Trustee ("Trustee") for Turnover of Property of the Estate pursuant to 11 U.S.C. § 542(b). Upon stipulation of the parties to this Adversary Proceeding, it is ORDERED and ADJUDGED:<sup>1</sup>

1. Subject to the contingencies set forth below, Defendant is indebted to Debtor in the amount of \$88,530.00 (hereinafter, the "Debt").
2. The Debt is property of the Debtor's bankruptcy estate.

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<sup>1</sup> Defined terms in the Complaint for Turnover of Property of the Estate (Doc. 1) are incorporated herein by reference.

3. Pursuant to the terms of the Subcontractor Agreement between Defendant and Debtor, a true and correct copy of which is attached hereto and incorporated by reference herein as Exhibit A ("Subcontractor Agreement"), an express condition precedent to Defendant's obligation to pay the Debt to the Debtor is Defendant's receipt of payment from the Owner, Lake Austin Properties I, Ltd. ("Owner"). Upon recovery from Owner by Defendant, Debtor will be entitled to receive its pro rata share of Funds received from the Owner in payment of the Debt by Defendant, less any cost or expense incurred by Defendant in prosecuting its claims against Owner. Such costs or expenses shall be allocated pro rata with respect to various other Project subcontractors to whom Defendant may owe money and any payment received by Defendant from Owner will be apportioned pro rata amongst the various other Project subcontractors and paid to Debtor accordingly.

4. The Debt is otherwise free and clear of all liens, encumbrances, and defenses.

5. The Trustee may sell, assign, or transfer the Debt, this Consent Judgment, and the benefits conferred by this Consent Judgment.

6. This Court retains jurisdiction over this Consent Judgment, including, but not limited to, determining the amount of any payment due on the Debt and to direct that the Trustee, any subsequent holder of this Consent Judgment, and Defendant comply with the terms of this Consent Judgment.

7. This Consent Judgment may not be recorded and shall not constitute a lien on any assets of the Defendant until Defendant recovers payment from Owner.

8. If Trustee and/or any subsequent holder of this Consent Judgment transfers or conveys this Consent Judgment to a third party, Trustee or holder shall serve Defendant with written notice of the transfer within 10 days and file the written notice with the Court. Such written notice shall contain the transferee's name, phone number and address.

DONE AND ORDERED September 17, 2013.

*Paul M. Glenn*

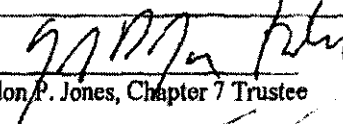
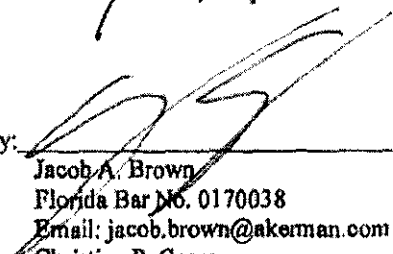
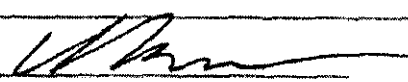
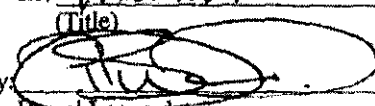
PAUL M. GLENN,  
United States Bankruptcy Judge

RECORDED IN THE US BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
JACKSONVILLE DIVISION  
SEP 24 2013 PM 5:41 NO. 7806

CONSENT

The Trustee and the Defendant hereby consent to entry of the foregoing Consent Judgment.

Accepted and agreed to:

<p>By:  Gordon P. Jones, Chapter 7 Trustee</p> <p>By:  Jacob A. Brown Florida Bar No. 0170038 Email: jacob.brown@akerman.com</p> <p>Christian P. George Florida Bar No. 0041055 Email: christian.george@akerman.com</p> <p>Aleksas A. Barauskas Florida Bar No. 0068175 Email: aleksas.barauskas@akerman.com</p> <p>50 North Laura Street, Suite 3100 Jacksonville, FL 32202 Telephone: (904) 798-3700 Facsimile: (904) 798-3730</p> <p><i>Attorneys for Gordon P. Jones, Chapter 7 Trustee</i></p>	<p>By:  William A. Vermeulen (Print Name)</p> <p>For Synergy Group, Inc. Its: <u>President</u> (Title)</p> <p>By:  Hywel Leonard Florida Bar No. 296376 Carlton Fields, P.A. P.O. Box 3239 Tampa, FL 33601-3239 Telephone: (813) 223-7000 Facsimile: (813) 229-4133 Email: hleonard@carltonfields.com</p> <p>Charlotte L. Warren Florida Bar No. 065803 Carlton Fields, P.A. P.O. Box 1171 Orlando, FL 32802-1171 Telephone: (407) 849-0300 Facsimile: (407) 648-9099 Email: cwarren@carltonfields.com</p> <p><i>Attorneys for Synergy Group, Inc.</i></p>
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# EXHIBIT A



**SYNERGY GROUP SE, INC.  
SUBCONTRACTOR AGREEMENT**

DATE: SEPTEMBER 28, 2007

SUBCONTRACT NUMBER: 06109-002

PROJECT NUMBER: 06109

SUBCONTRACTOR: EAGLE IRONWORKS, LLC  
1818 WHITE LAKE DRIVE  
INVERNESS, FL 34453  
PH (352) 341-0915 -- FAX (352) 341-0910

CONTACT: BILL REYNOLDS

SCOPE OF WORK: MISCELLANEOUS STEEL AND METAL FRAME STAIRS

PROJECT: GRANDE PALISADES BUILDING "C"  
LAKE AUSTIN RESERVE, ORANGE COUNTY, FL

OWNER: LAKE AUSTIN PROPERTIES I, LTD.

ARCHITECT: HUMPHRIES & PARTNERS ARCHITECTS/FLORIDA, L.L.C.

STRUCTURAL ENGINEER: CONSTRUCTION ENGINEERING GROUP

GENERAL CONTRACTOR: SYNERGY GROUP SE, INC.

SUBCONTRACT PRICE:

HOISTWAY AND SPREADER BEAMS FOR ELEVATORS	\$	9,300.00
EMBED ANGLES FOR CRANE TOWER OPENINGS	\$	17,500.00
METAL HAND RAILING IN AREA C1	\$	7,725.00
METAL FRAME STAIRS		\$1,125,000.00
		<small>*****</small>
TOTAL CONTRACT AMOUNT		\$1,159,525.00

SCHEDULE OF VALUES: TO BE SUBMITTED

RETAINAGE: 10% 5<sup>th</sup>

PERFORMANCE AND  
PAYMENT BOND: NONE

PROJECT: 06109 GRANDE PALISADES RESORT

*kg*

**SYNERGY GROUP SE, INC. ("Contractor") and the Subcontractor** with offices at the address shown above, hereby agree as follows:

1. **WORK TO BE PERFORMED.** Except as otherwise provided herein, Subcontractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the work identified and described in Schedule A attached hereto (the "Work") being a portion of the Work required of Contractor under the General Contract between Contractor and Owner (the "Contract"). The Work shall be performed by Subcontractor in a good and workmanlike manner strictly in accordance with the Contract Documents listed in Schedule B attached hereto and incorporated by reference.

Subcontractor shall be bound by the terms of the Contract and assumes those towards the Contractor, with respect to the Subcontractor's work, all of the obligations and responsibilities that the Contractor, by the Contract Documents, has assumed toward the Owner.

2. **PRICE.** Contractor shall pay to Subcontractor, for the full and complete performance of the Work, the Subcontract Price set forth above; except that if all or a portion of the Work is to be performed on a unit price basis, then the Subcontract Price set forth above shall be deemed an estimated total price for the Work and the actual Subcontract Price shall be completed in accordance with the unit prices and the actual quantities performed.

3. **PROGRESS PAYMENTS:** As soon as possible after the execution hereof and prior to any payments being made hereunder, Subcontractor shall submit to Contractor a schedule of values of the various portion for the Work, including quantities if required by Contractor, which shall be in such form and supported by such data as Contractor may direct and which shall be subject to Contractor's approval, to enable Contractor to prepare a schedule of values for the entire Contract. Each scheduled item shall include its proper share of Subcontractor's overhead and profit.

On or before the 25th of each month, Subcontractor shall submit to Contractor an itemized progress estimate supported by such data as Contractor may require, showing the estimated value of work completed, based on Subcontractor's approved schedule of values and on the conditions for payment under the Contract, including, without limitation, conditions relating to material delivered to and suitably stored on the site. Such estimate shall be used in the preparation of the Contractor's application for payment to the Owner under the Contract. Any itemized progress estimate not submitted by the 15th of the month will not be considered until the next month. Contractor shall pay to Subcontractor on or about the thirtieth (30th) day of the following month, subject to receipt of payment from the Owner, an amount equal to the value of the Subcontractor's completed work, to the extent allowed and paid by the Owner on account of Subcontractor's Work, less all previous payment and less the retainage shown above.

Contractor shall have the right to withhold payment for defective work not remedied, claims of the Contractor, Owner or any other person against Subcontractor arising out of or in any way connected with the Work, or any other breach of this Subcontract. If any of the foregoing deficiencies are not promptly corrected or reviewed after written notice, the Contractor may rectify the same at Subcontractor's expense and deduct all costs and expenses incurred thereby from such withheld payments. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective work.

As a condition precedent to payment to Subcontractor, Subcontractor shall submit complete waivers, releases and sworn statement from all subcontractors, materialmen and laborers and such other evidence as may be required by Contractor, Owner or Owner's lender to substantiate payment.

4. **FINAL PAYMENT.** A final payment, consisting of the unpaid balance of the Subcontract Price shall be made within thirty (30) days after the last of the following to occur:

- A. Full completion of the Work by Subcontractor,
- B. Final acceptance of the Work by Owner and Architect,
- C. The furnishing of satisfactory evidence by Subcontractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work, and that neither Subcontractor has filed or has the right to maintain a lien against the Owner, the Contractor, Contractor's surety, if any, or the Project,

- D. The return of all drawings, plans and specifications to the Contractor,
- E. Delivery of all guarantees, warranties, bonds, instruction manuals, as built drawings and similar items required by the Contract Documents, and
- F. Release of retention and payment by the Owner in respect of Subcontractor's work.

5. TIME OF COMMENCEMENT AND COMPLETION: Completion of the Work and its several parts within the time allotted under the Contract is of the essence of this Subcontract. Therefore, Subcontractor agrees:

- A. To provide at the Project site the materials, equipment, laborers and supervision necessary to begin the Work upon Contractor's order to do so. Failure to complete the project in schedule shall result in a liquidated damages charge of \$25 per unit per day that the unit cannot receive a final inspection due to delays caused by the Subcontractor.
- B. To perform the Work and all parts thereof promptly, diligently and at such time and in such order and sequence as Contractor may direct and as is required for the best possible progress of the Work whenever such Work, or any part of it, becomes available,
- C. To conduct its work so as to facilitate and so as not to interfere with or delay the Work of the Owner, the Contractor or other Subcontractors on the Project site, and
- D. To furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the approved progress schedule of Contractor or any modification thereof. Contractor reserves the right to modify any such progress schedule with respect to the required sequence or duration of the Work or any portion thereof, and Contractor makes no representations that Subcontractor will be able to commence, prosecute or complete the Work in accordance with any progress schedule.

6. EXTENSION OF TIME. If the Subcontractor shall be materially delayed in the progress of the Work, for reasons beyond the Subcontractor's control, and under such circumstances as would entitle Contractor to an extension of time under the Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of its Work. No such extension will be allowed unless the Subcontractor gives Contractor written notice of the delay and claim for extension of time within five (5) days of the occurrence thereof of such shorter time, and in such form, as may be required to allow Contractor to make claim for extension of time under the Contract. The extension of time herein provided shall be Subcontractor's sole and exclusive remedy for any delay, and Subcontractor shall have no claim for damages against Contractor or Owner by reason thereof.

7. CHANGES. Contractor may, without invalidating the Subcontract or any bond given hereunder, order extra and/or additional work, deletions, or other modifications to the Work, such changes to be effective only upon written order of Contractor. Any adjustment to the Subcontract Price or to the time for completion of the Work shall be made in accordance with the applicable provisions of the Contract, the lump sum or unit, in absence of such provisions on an agreed, equitable basis. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Subcontractor shall, if directed by Contractor, nevertheless proceed in accordance with the order, and the Contract Price shall be adjusted as reasonably determined by Contractor with any dispute to be resolved after the completion of the Work.

8. PROCEDURES. Subcontractor shall strictly adhere to the procedures set forth in Schedule D attached hereto.

9. INSPECTIONS; DECISIONS OF ARCHITECT. The Work shall at all times be subject to inspection by the Contractor or the Architect and the Subcontractor shall provide safe, sufficient and proper facilities for such inspections. Subcontractor shall, commencing within twenty-four (24) hours after receiving written notice from Contractor, promptly take down and remove all portions of the Work which Contractor or Architect shall condemn as unsound, improper, or in any way failing to conform to the Contract or the Contract Documents and shall make good all Work damaged or destroyed thereby, all at Subcontractor's expense. If Subcontractor shall not remove and replace such Work within a reasonable time, Contractor may do so at the expense of Subcontractor. Subcontractor shall be bound by the decisions of the Architect with respect to the quality of the Work, meaning of the Contract Documents, acceptability of persons performing the Work and other matters set forth in the Contract Documents to the same extent Contractor is bound thereby.



10. **SUBCONTRACTOR LIABILITY AND INDEMNITY.** SUBCONTRACTOR hereby assumes the entire responsibility and liability for all work, supervision, labor, safety and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by SUBCONTRACTOR until final acceptance of the work by OWNER. In the event of any loss, damage or destruction thereof from any cause, SUBCONTRACTOR shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at SUBCONTRACTOR cost.

- A. To the fullest extent permitted by law, the SUBCONTRACTOR shall secure, protect, defend, hold harmless, and indemnify SYNERGY and its agents, servants and employees as well as the OWNER and the ARCHITECT on the Project (hereafter referred to as "INDEMNIFIED PARTIES") and their agents, servants and employees against any and all loss, cost, claim, suit, demand or expense attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of tangible property including loss of use therefrom (including actual costs and attorneys' fees) and any other liability whatsoever arising out of, connected with or incident to the performance of all work in connection with the Contract or any Modification or addition thereto, (including any extra work assigned to the SUBCONTRACTOR) based upon any act or omission, negligent or otherwise, of the SUBCONTRACTOR, its SUBCONTRACTORS or material men, any of their respective employees, agents or servants and representatives, any other person or persons directly or indirectly employed by them regardless of whether or not such loss, cost, claim, suit, demand or expense is caused in part (but not solely) by an INDEMNIFIED PARTY, its agents, servants and employees.
- B. Such obligations under this SUBCONTRACTOR indemnification agreement shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this agreement.
- C. If any portion of this indemnification agreement is ruled invalid by a court of law, this shall not serve to invalidate any other portion of this indemnification agreement.
- D. In the event that the SUBCONTRACTOR or any of its employees, agents, suppliers, or lower tier SUBCONTRACTORS utilize any machinery, equipment, tools, scaffolding, hoist lifts or similar items belonging to or under the control of SYNERGY, the SUBCONTRACTOR shall defend and indemnify SYNERGY for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of SYNERGY's employees operating SYNERGY-owned or SYNERGY-leased equipment.
- E. SUBCONTRACTOR assumption of liability is independent from, and not limited in any manner by, the SUBCONTRACTOR insurance coverage obtained pursuant to Paragraph 3 or otherwise. All amounts owed by SUBCONTRACTOR to SYNERGY as a result of the liability provisions of this Subcontract shall be paid upon demand.
- F. With respect to any claims for and against which SUBCONTRACTOR mistakenly or wrongfully neglects or refuses to indemnify, defend and hold harmless an INDEMNIFIED PARTY, SUBCONTRACTOR shall be obligated to fully and completely reimburse not only any and all sums an INDEMNIFIED PARTY may be required to pay on such claims, but in addition thereto, any and all reasonable and necessary attorneys' fees, costs and expenses incurred by an INDEMNIFIED PARTY in the prosecution of any action against SUBCONTRACTOR necessary to establish the INDEMNIFIED PARTY'S right to indemnity.

11. **INSURANCE.** Subcontractor shall maintain and pay for insurance coverage of the type and with the limits set forth in Schedule E, attached hereto. Such coverage shall be maintained in form and with companies acceptable to Contractor, Architect and Owner and shall, notwithstanding the requirements of Schedule E, meet the applicable requirements imposed by the Contract and any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner and the Contractor as additional insured and shall provide for thirty (30) days notice of cancellation to Contractor. Certificates evidencing such insurance shall be delivered to Contractor prior to the commencement of work.

- A. Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, fixtures, tools, equipment, scaffolds, bracing and similar items not covered by Owner's or Contractor's fire policy.
- B. The Contractor and the Subcontractor waive all rights against each other (and, in the case of the Subcontractor against the Owner and other Subcontractors) for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

- C. The Subcontractor expressly waives the right of subrogation against the Contractor, the Owner and any of their agents or employees relative to any insurance coverage required herein.

12. **WARRANTY.** Subcontractor guarantees that the Work shall be free from defects and shall conform to and meet the requirements of the Contract and the Contract Documents and shall furnish any separate guarantee for the Work or portions thereof required under the Contract or the Contract Documents. Subcontractor agrees to make good, to the satisfaction of the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Contract or Contract Documents) from the date of acceptance of the Project by the Owner.

13. **DEFAULT.** If the Subcontractor:

- A. Fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule,
- B. Causes stoppage or delay of or interference with the Project,
- C. Fails to pay its laborers, suppliers, materialmen and employees for work on the project promptly,
- D. Fails to pay workers' compensation or other employee benefits, withholding or any other taxes,
- E. Makes unauthorized changes in supervisory personnel,
- F. Fails in the performance or observance of any of the provisions of this Subcontract, or
- G. Files a voluntary petition in bankruptcy, be adjudicated insolvent, obtain an order for relief under Section 301 of the Bankruptcy Code, file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws related to bankruptcy, insolvency or other relief for debtors or seek of consent to or acquiesce in the appointment of any trustee, receiver or liquidator of its assets property, make an assignment for the benefit of creditors, or make an admission in writing of its inability to pay its debts as they become due, the Contractor, after giving the Subcontractor notice of such default and twenty-four (24) written hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:
  - 1. Require that Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default;
  - 2. Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;
  - 3. After giving Subcontractor an additional twenty-four (24) written notice, terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, tools, scaffolds, and appliances of Subcontractor relating to the Work, for the purpose of completion Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and,
  - 4. Recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason or as a result of Subcontractor's default.
- H. The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now hereafter existing at law or in equity.

- I. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Architect and payment therefore by Owner, Contract shall promptly pay Subcontractor any balance of the Subcontract Price.
14. **CONTRACTOR'S EQUIPMENT.** The Subcontractor agrees that the Contractor's equipment and operators of such equipment will be available to the Subcontractor only at the Contractor's discretion and only on the basis of established rates or charges therefore.
15. **REMOVAL OF DEBRIS.** Unless otherwise provided herein, removal of rubbish and debris caused by the Subcontractor's Work shall be done by the Subcontractor whenever required by the Contractor. If such removal is not done by the Subcontractor as directed, the Contractor may do so at the Subcontractor's expense. The Project site shall be maintained in an orderly and clean condition and the Subcontractor shall leave the Project site, at the completion of the Subcontractor's Work, free of all rubbish and debris caused by the Subcontractor and in a condition satisfactory to the Contractor. The Contractor reserves the right to cause all unidentifiable debris to be removed from the Project site and allocate the cost thereof, by way of back charge or otherwise among the responsible parties.
16. **ASSIGNMENT.** Subcontractor shall not assign, transfer, or further sublet this Subcontract, nor assign any monies due or to become due hereunder, except with the prior consent of Contractor. Any assignment of this Subcontract consented to by Contractor shall not operate to relieve Subcontractor of primary responsibility to Contractor for the due and full performance hereof, and Subcontractor shall be liable to Contractor for all acts and omissions of Subcontractor's subcontractors and assignees.
17. **INSPECTION OF SITE.** Subcontractor represents that it has carefully inspected the Project Site and examined the plans and specifications and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Subcontractor's access thereto and ability to perform the Work, the terms of this Subcontract and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks therefrom.
18. **DISPUTES.** Claims, disputes and other matters in questions arising out of or relating to this Subcontract may be decided by arbitration only by subsequent agreement of Contractor and Subcontractor. The pendency of a dispute shall not interfere with the progress of the Work by Subcontractor nor limit the right of the Contractor to proceed, in good faith, to remedy an alleged default by Subcontractor.
19. **TAXES.** The Subcontract Price includes all taxes of every kind imposed, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such taxes.
20. **TERMINATION.** If the Contract is terminated, this Subcontract shall be thereupon likewise be terminated. The Contractor may at any time terminate this Subcontract in whole or in part for convenience of the Contractor. If the Subcontract is terminated per this article compensation to Subcontractor shall be made on the same basis as that provided for in the Contract or Contract Documents, or in the absence of applicable provisions then on an equitable basis, based solely on direct labor and material costs incurred by Subcontractor to the time of termination. In no event shall Subcontractor be entitled to anticipated profits.
21. **PAYMENTS.** Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor, the Contractor must receive payment from the Owner. In the event that the Contractor does not receive all or any part of the payment from the Owner in respect of Subcontractor's work, whether because of a claimed defect or delinquency in the Subcontractor's work, whether because of a claimed defect or delinquency in the Subcontractor's work or for any reason, the Contractor shall not be liable to the Subcontractor for any sums in respect thereof. In the event the Contractor shall incur any cost or expense of any nature in preparing for the prosecution of, and prosecuting any claim against the Owner, whether by means of negotiations, arbitration or legal action, arising out of the Owner's refusal to pay the Contractor for work done by the Subcontractor, Contractor shall be entitled to deduct such costs from the amount due Subcontractor.
22. **REMEDIES IN THE EVENT OF BANKRUPTCY.** The Contractor and the Subcontractor acknowledge and agree that successful completion within the time and financial parameters anticipated by the terms of their Agreement will require prompt and continued administration and performance by subcontractor and other Subcontractors and that any delay therein for any reason, including a bankruptcy proceeding respecting Subcontractor, would create immediate and irreparable harm to the Owner, the Contractor and the other subcontractors. To that end, this Agreement contains a right to terminate in the event of bankruptcy of the Subcontractor, it being recognized that such action would be necessary to avoid and minimize such delay and consequent damage to all concerned.

23. ACCELERATION OF PERFORMANCE. If the Contractor shall desire the Work of the Subcontractor hereunder to be performed with greater speed than is herein contracted for, the Subcontractor shall, without affecting or abridging the rights of the Contractor set forth in this Contract, upon receipt of a written order from the Contractor employ overtime and/or increase manpower as so ordered. Only the premium cost of such overtime work, as shown on the time slips checked and approved each day by the Contractor shall be paid by the Contractor to the Subcontractor, and no overhead, profits, costs, commissions, claims for inefficiencies or otherwise, or other costs or claims shall be charged or due with respect to use of overtime work or the acceleration of performance. This provision shall not apply to acceleration of performance caused by the Subcontractor's default, the cost of which shall be borne solely by the Subcontractor.

24. MISCELLANEOUS:

- A. Subcontractor shall obtain all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and order of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof,
- B. Subcontractor shall repair all damage to the Work or property of others caused by Subcontractor,
- C. This Subcontract and the Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontract shall govern,
- D. This Subcontract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns,
- E. This Subcontract may be amended only by a written agreement executed by the party to be charged,
- F. No failure by the Contractor to insist upon strict performance on any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.
- G. This Agreement shall be enforceable in Osceola County, State of Florida.

25. NOT USED

26. **ENTIRE AGREEMENT.** This Subcontract and the documents incorporated herein sets forth the entire Agreement between the Contractor and Subcontractor and supersedes all prior negotiations, representations or agreements, either written or oral.

27. **EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be deemed effective the date the Contractor countersigns the Agreement.

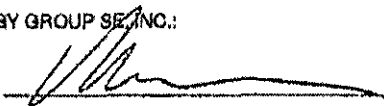
27. **SCHEDULES.** The following Schedules are attached to and made a part of this Subcontract:

Schedule A	SCOPE OF WORK
Schedule B	CONTRACT DOCUMENTS
Schedule C	NOT USED
Schedule D	CM CONTROLLED INSURANCE PROGRAM
Schedule E	PROCEDURES

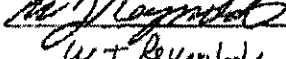
IN WITNESS WHEREOF, the parties have executed this Subcontract with the intent to enter a legally binding agreement to perform the scope of services outlined herein and in ancillary documents duly referenced herein.

**SIGNATURES:**

SYNERGY GROUP SE, INC.:

By:   
Print: William Vermeulen  
Title: President

SUBCONTRACTOR:

By:   
Print: W. J. Reynolds  
Title: PRES.

**SCHEDULE A  
METAL FRAMED STAIRS  
SCOPE OF WORK**

**A. GENERAL:**

The Work includes all items necessary to provide Metal Framed Stairs and Miscellaneous Steel for Grande Palisades, Building C, including all labor, materials, design and engineering services, tools, hoisting, scaffolding, equipment, drinking water, local transportation, permits, taxes, overhead, profit, fringe benefits, insurance's, bond and other such items and costs to fully perform the work.

**B. SPECIFIC SCOPE OF WORK:**

The Work is based on scope documents. As scope documents, the drawings, details and specifications do not necessarily indicate or describe all requirements for the full performance and completion of the work. On the basis of the general scope indicated, the Subcontractor has included those items necessary and/or implied, but not necessarily detailed, on the Contract Documents, including but not limited to the following:

1. All Provisions of Division 1 - General Requirements are applicable to all portions of this work.
2. Furnish and install the following work per local codes and standards for buildings, garages and site areas: (Section Index number is for reference only)  
Section 05120 Structural Steel  
Section 05500 Miscellaneous Steel  
Section 09900 Painting (as applicable to prime painting metals)
3. Subcontractor herein acknowledges that it has examined the project site and is fully informed as to the nature of the work and conditions relating to its completion and has considered any special precautions required in order not to disturb existing construction.
4. Subcontractor agrees to furnish all scaffolding, associated rigging, hoisting, unloading, handling, unpacking, and services necessary to perform the work.
5. Subcontractor agrees that all layout and survey work required to perform the work of this Subcontract is included. The initial building survey, control lines and benchmarks will be provided by or through Synergy.
6. The Subcontractor shall perform all quality control inspections, testing, pre-installation meetings and other requirements of the quality control program. The Subcontractor's plumbing tub set and inspection procedure is included as a quality control document.
7. The Subcontractor shall participate in the Construction Management Controlled Insurance Program.
8. The Subcontractor shall coordinate its work with the work of all other trades through Synergy's jobsite staff.

*[Handwritten signature]*

**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C**  
**SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 1**

Drawing #	Description	Issued For Construction
A-0.00	COVER SHEET	8/14/2007
A-0.01	Accessibility Requirements	6/22/2007
A-0.02	Handicap Accessible Unit Distribution	7/27/2007
A-1.01A	Construction & General Notes	6/22/2007
A-1.01B	Project Building Code Analysis	7/27/2007
A-1.01C	Floor Area Calculation	7/27/2007
A-1.02A	First Floor Occupancy Egress	7/27/2007
A-1.02B	First Floor Assembly Occupancy Egress	7/27/2007
A-1.02C	Floors 2-6 Occupancy Egress	7/27/2007
A-1.02D	Floors 6 Occupancy Egress	7/27/2007
A-1.02E	Floors 7 Occupancy Egress	7/27/2007
A-1.02F	Occupancy Egress	7/27/2007
A-1.03A	Firewall Separation - 1st flr main buildings	7/27/2007
A-1.03B	Clubhouse Amenity Firewall Separation	7/27/2007
A-1.03C	Firewall Separation - 2nd to 6th flr main buildings	7/27/2007
A-1.03D	Firewall Separation - 6th flr main buildings	7/27/2007
A-1.03E	Firewall Separation - 7th flr main buildings	7/27/2007
A-1.03F	Firewall Separation	7/27/2007
A-1.04	Retail Occupancy- Unit summery information	6/22/2007
A-1.05	Wall Types	8/14/2007
A-1.06	UL Separation Assemblies	6/22/2007
A-1.07	UL Penetration Assemblies	6/22/2007
A-1.08	UL Penetration Assemblies	6/22/2007
A-2.10	Site Plan	6/22/2007
A-3.01	Window Detail & Schedule	6/22/2007
A-3.02	Door Detail & Schedule	8/14/2007
A-3.02A	Door Details (Roll-Up Door)	6/22/2007
A-3.03	Door Schedule	8/14/2007
A-3.04	Amenities Door Schedules & Storefront Details	8/14/2007
A-3.05	Storefront Schedule & Elevations	8/14/2007
A-3.06	Storefront Schedule & Elevations	6/22/2007
A-3.10	2bdrm Corner Gold Interior Elevations	8/14/2007
A-3.11	2bdrm Gold Interior Elevations	8/14/2007
A-3.12	2bdrm Platinum Floor Plans	8/14/2007
A-3.13	3bdrm Gold Floor Plans	8/14/2007
A-3.14	3bdrm Platinum Floor Plans (ANSI)	8/14/2007
A-3.15	2bdrm Corner Gold Floor Plans (ANSI)	8/14/2007
A-3.16	2bdrm Gold Floor Plans	8/14/2007
A-3.17	2bdrm Platinum Floor Plans (ANSI)	8/14/2007
A-3.18	3bdrm Gold Floor Plans (ANSI)	8/14/2007
A-3.19	3bdrm Platinum Floor Plans (ANSI)	8/14/2007
A-3.20	Public Toilets C1 Floor Plans (ANSI)	6/22/2007
A-3.21	Toilets at Clubhouse and Retail (ANSI) Plans	6/22/2007
A-4.000	Overall Grid Reference Garages	6/22/2007
A-4.001	Grid Reference Plan- Garage	6/22/2007
A-4.100	1st Floor Plan Overall	6/22/2007
A-4.101	Partial Garage C1 Plan	8/14/2007
A-4.102	Partial Garage C2 Plan	7/27/2007

9. The Subcontractor shall perform the work in compliance with OSHA standards and the special instructions that may be issued by the safety consultants hired by the insurance underwriters. The Subcontractor shall appoint a safety program supervisor for the project.
10. The Subcontractor shall perform the work in compliance with OSHA standards and the special instructions that may be issued by the safety consultants hired by the insurance underwriters. The Subcontractor shall appoint a safety program supervisor for the project.
11. The Subcontractor shall furnish all metal embedments (angles, plates, sleeves etc) FOB jobsite, required to support the metal framed stairs, handrailing, hoistway beams and spreader beams for elevators and at the crane tower openings for installation by others in the concrete structure. The Subcontractor shall provide a set of the approved shop drawings in conjunction with the delivery of the embeds. Metal embedments shall be clearly identified by mark number when delivered to the jobsite. These marked numbers shall be identified on the shop drawings and cross-referenced to the drawing number and details from the construction drawings in order to facilitate the installation of the embeds in the field. The Subcontractor shall inspect the installation of the embeds prior to each concrete pour to ensure that all embedded materials associated with the metal stairs, the hoistway and spreader beams for elevators and handrails are properly located in the structure, per the approved shop drawings.
12. The Subcontractor shall fabricate and erect all metal framed stairs, including all support steel and metal decking for landings, stair tread framing with precast stair treads, guard rails, wall rails, and cane rails at the bottom of each stairway in the parking garages and in the residential buildings.
13. The Subcontractor shall fabricate and erect all hoistway and spreader beams for the elevators.
14. The Subcontractor shall fabricate and erect the stair railing and pedestrian ramp railing in Building Area C1.
15. The Subcontractor shall provide all materials with a red shop primer or other protective coating. This work also includes touch-up painting of all metals with protective primer, as required after installation to inhibit rust build-up or other damage prior to finish painting.
16. The Subcontractor shall perform engineering services such as developing and submitting shop drawings, providing structural calculations, and stamping and sealing drawings as the certifying engineer.

C. WORK NOT INCLUDED OR FURNISHED BY OTHERS

1. Building Permits
2. Dumpsters and trash removal costs are excluded.
3. Temporary toilet facilities, a laydown area, a trailer area and construction water are furnished by Synergy.

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4. A parking area will be provided by Synergy.
5. CADD files for drawings will be furnished upon request.
6. Finish painting of the metal framed stairs (by others).
7. Installation of metal embeds in the concrete structure (by United Forming).

D. HOISTING

No material or personnel hoist will be furnished by Synergy for Subcontractor's use.

E. RUBBISH REMOVAL

Synergy will provide a dumpster on site. The Subcontractor is responsible for continuous daily clean-up and for placing rubbish created by the work of this trade into a dumpster. Crates, boxes, and other large items of debris must be broken down to maximize dumpster use.

F. SCHEDULING

1. The Project is scheduled to start on June 11, 2007. The certificate of occupancy must be issued for Building Area C1, including the pool and other amenities, prior to June 11, 2009; for Building Area C2 prior to September 11, 2009 and for Building Area C3 prior to December 11, 2009. The Subcontractor shall perform its work according to the project schedule by providing supervision and manpower simultaneously at multiple locations in the building, and understands that time is of the essence.
2. The Subcontractor acknowledges that the work will proceed in accordance with the Project Schedule as developed by the "Project Team" (Synergy and its Subcontractors) and as revised by the "Project Team," as required. Also, The Subcontractor agrees that some out-of-sequence work may occur during the prosecution of the work; however, this out-of-sequence work shall not include such things as the installation of in wall electrical work after the installation of drywall.

G. SUBMITTALS

The work will require the timely preparation, submittal, review and approval for product data submittals, shop drawings, design drawings and coordination drawings in accordance with the project schedule.

THE END OF SCHEDULE A

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**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C  
SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 1**

Drawing #	Description	Issued For Construction
A-4.103	Partial Garage C3 Plan	7/27/2007
A-4.103B	Partial Entry to Garage C2 Plan	5/22/2007
A-4.111A	Partial 1A Floor Plan 1st Floor	8/14/2007
A-4.111B	Partial 1B Floor Plan 1st Floor	8/14/2007
A-4.112	Partial 2 Floor Plan 1st Floor	8/14/2007
A-4.113A	Partial Floor Plan Section 3A	8/14/2007
A-4.113B	Partial Floor Plan	8/14/2007
A-4.114A	Partial Retail 4A Unit Plan	8/14/2007
A-4.114B	Partial Retail 4B Unit Plan	8/14/2007
A-4.115	Partial Retail Unit Plan	8/14/2007
A-4.116A	Partial Retail 6A Unit Plan	8/14/2007
A-4.116B	Partial Retail 6B Unit Plan	8/14/2007
A-4.12A	First Floor Amenities	5/22/2007
A-4.12B	Club House First Floor Plan	5/22/2007
A-4.200	2nd to 5th Floor Plan Overall	5/22/2007
A-4.201	Tower C1 Garage Plan	7/27/2007
A-4.202	Tower C2 Garage Plan	7/27/2007
A-4.203	Tower C3 Garage Plan	7/27/2007
A-4.211A	Partial 1A Floor Plan 2nd to 5th Floor	8/14/2007
A-4.211B	Partial 1B Floor Plan 2nd to 5th Floor	8/14/2007
A-4.212	Partial 2 Floor Plan 2nd to 5th Floor	8/14/2007
A-4.213A	Partial 3A 2nd to 5th Floor	8/14/2007
A-4.213B	Partial 3B Floor Plan 2nd to 5th Floor	8/14/2007
A-4.214A	Partial 4A Floor Plan 2nd to 5th Floor	8/14/2007
A-4.214B	Partial 4B Floor Plan 2nd to 5th Floor	8/14/2007
A-4.215	Partial 5 Floor Plan 2nd to 5th Floor	8/14/2007
A-4.216A	Partial 6A Floor Plan 2nd to 5th Floor	8/14/2007
A-4.216B	Partial 6B Floor Plan 2nd to 5th Floor	8/14/2007
A-4.502	Tower C2 Garage Plan	7/27/2007
A-4.503	Tower C3 Garage Plan	7/27/2007
A-4.600	6th Floor Plan Overall	5/22/2007
A-4.601	Tower C1 Garage Plan	7/27/2007
A-4.602	Tower C2 Garage Plan	7/27/2007
A-4.603	Tower C3 Garage Plan	7/27/2007
A-4.611A	Partial 1A Floor Plan 6th Floor	8/14/2007
A-4.611B	Partial 1B Floor Plan 6th Floor	8/14/2007
A-4.612	Partial 2 Floor Plan 6th Floor	8/14/2007
A-4.613A	Partial 3A Floor Plan 6th Floor	8/14/2007
A-4.613B	Partial 3B Floor Plan 6th Floor	8/14/2007
A-4.614A	Partial 4A Floor Plan 6th Floor	8/14/2007
A-4.614B	Partial 4B Floor Plan 6th Floor	8/14/2007
A-4.615	Partial 5 Floor Plan 6th Floor	8/14/2007
A-4.616A	Partial 6A Floor Plan 6th Floor	8/14/2007
A-4.616B	Partial 6B Floor Plan 6th Floor	8/14/2007
A-4.700	7th Floor Plan Overall	5/22/2007
A-4.701	Tower C1 Garage Plan	7/27/2007
A-4.702	Tower C2 Garage Plan	7/27/2007
A-4.703	Tower C3 Garage Plan	7/27/2007

**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C  
SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 1**

Drawing #	Description	Issued For Construction
A-4.711A	Partial 1A Floor Plan 7th Floor	8/14/2007
A-4.711B	Partial 1B Floor Plan 7th Floor	8/14/2007
A-4.712	Partial 2 Floor Plan 7th Floor	8/14/2007
A-4.713A	Partial 3A Floor Plan 7th Floor	8/14/2007
A-4.713B	Partial 3B Floor Plan 7th Floor	8/14/2007
A-4.714A	Partial 4A Floor Plan 7th Floor	8/14/2007
A-4.714B	Partial 4B Floor Plan 7th Floor	8/14/2007
A-4.715	Partial 5 Floor Plan 7th Floor	8/14/2007
A-4.716A	Partial 6A Floor Plan 7th Floor	8/14/2007
A-4.716B	Partial 6B Floor Plan 7th Floor	8/14/2007
A-4.800	Roof Plan	5/22/2007
A-4.801	Tower C1 Garage Roof Plan	7/27/2007
A-4.802	Tower C2 Garage Roof Plan	8/14/2007
A-4.803	Tower C3 Garage Roof Plan	8/14/2007
A-4.811A	Partial 1A Roof Plan	5/22/2007
A-4.811B	Partial 1B Roof Plan	5/22/2007
A-4.812	Partial 2 Roof Plan	5/22/2007
A-4.813A	Partial 3A Roof Plan	5/22/2007
A-4.813B	Partial 3B Roof Plan	5/22/2007
A-4.814A	Partial 4A Roof Plan	5/22/2007
A-4.814B	Partial 4B Roof Plan	5/22/2007
A-4.815	Partial 5 Roof Plan	5/22/2007
A-4.816A	Partial 6 A Roof Plan	5/22/2007
A-4.816B	Partial 6B Roof Plan	5/22/2007
A-4.816CH	Club House Roof Plan	5/22/2007
A-4.900	Overall Elevation Tags	5/22/2007
A-4.901	Composite Overall Elevations	5/22/2007
A-4.911	Tower C1 Elevations	8/14/2007
A-4.912	Tower C1 Elevations	8/14/2007
A-4.913	Tower C1 Elevations	8/14/2007
A-4.921	Towers C2 & C3 Elevations	8/14/2007
A-4.922	Towers C2 & C3 Elevations	8/14/2007
A-4.923	Towers C2 & C3 Elevations	8/14/2007
A-5.00	Building Sections	5/22/2007
A-5.01	Building Sections	8/14/2007
A-5.02	Building Sections (Garage) Tower C1	5/22/2007
A-5.03	Building Sections	5/22/2007
A-5.04	Building Sections	5/22/2007
A-5.05	Building Section (Garage) C2 and C3	8/14/2007
A-5.11	Partial Wall Sections	5/22/2007
A-5.12	Partial Wall Sections	5/22/2007
A-6.01A	Enlarged Stair Plans Tower C1	7/27/2007
A-6.01B	Enlarged Stair Plans Towers C2-C3	8/14/2007
A-6.01C	Enlarged Stair Plans Towers C2-C3	7/27/2007
A-6.01D	Enlarged Stair Plans Residential	8/14/2007
A-6.02A	Stair Sections	5/22/2007
A-6.02B	Stair Plans Sections & Details	5/22/2007
A-6.02C	Stair Details	5/22/2007

GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C  
SCHEDULE B-CONTRACT DOCUMENTS

VOLUME 1

Drawing #	Description	Issued For Construction
A-6.03	Elevator Section	5/22/2007
A-6.04	Trash Room Enlarged Plans	05/22/07
A-7.01	Details	5/22/2007
A-7.02	Details	8/14/2007
A-703	Columns Details	8/14/2007

**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C**  
**SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 2**

Drawing #	Description	Issued for Construction
S-0.00	Cover Sheet	8/14/2007
S-0.01	General Notes & Symbols	5/22/2007
S-0.02	Inspection Plan & Windload Diagram	5/22/2007
S-0.03	Geometry Plan	5/22/2007
S1A.01	Foundation & Floor Plan	8/14/2007
S1A.02	Levels Two Thru Roof Plan	8/14/2007
S1A.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S1A.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S1A.05	Roof Framing Plan	8/14/2007
S1B.01	Foundation & Floor Plan	8/14/2007
S1B.02	Levels Two Thru Roof PT Plan	8/14/2007
S1B.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S1B.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S1B.05	Roof Framing Plan	8/14/2007
S2A.01	Foundation & Floor Plan	8/14/2007
S2A.02	Levels Two Thru Roof PT Plan	8/14/2007
S2A.03	Level Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S2A.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S2A.05	Roof Framing Plan	8/14/2007
S2B.01	Foundation & Floor Plan	8/14/2007
S2B.02	Levels Two Thru Roof PT Plan	8/14/2007
S2B.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S2B.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S2B.05	Roof Framing Plan	8/14/2007
S2C.01	Foundation & Floor Plan	8/14/2007
S2C.02	Levels Two Thru Roof PT Plan	8/14/2007
S2C.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S2C.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S2C.05	Roof Framing Plan	8/14/2007
S2D.01	Foundation & Floor Plan	8/14/2007
S2D.02	Levels Two Thru Roof PT Plan	8/14/2007
S2D.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S2D.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S2D.05	Roof Framing Plan	8/14/2007
S3A.01	Foundation & Floor Plan	8/14/2007
S3A.02	Levels Two Thru Roof PT Plan	8/14/2007
S3A.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S3A.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S3A.05	Roof Framing Plan	8/14/2007
S3B.01	Foundation & Floor Plan	8/14/2007
S3B.02	Levels Two Thru Roof PT Plan	8/14/2007
S3B.03	Level Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S3B.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S3B.05	Roof Framing Plan	8/14/2007
S3C.01	Foundation & Floor Plan	8/14/2007
S3C.02	Levels Two Thru Roof PT Plan	8/14/2007
S3C.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S3C.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S3C.05	Roof Framing Plan	8/14/2007

**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C**  
**SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 2**

Drawing #	Description	Issued for Construction
S3D.01	Foundation & Floor Plan	8/14/2007
S3D.02	Levels Two Thru Roof PT Plan	8/14/2007
S3D.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S3D.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S3D.05	Roof Framing Plan	8/14/2007
S4A.01	Foundation & Floor Plan	5/22/2007
S4A.02	Levels Two Thru Roof PT Plan	5/22/2007
S4A.03	Levels Two Thru Roof Bottom Reinforcing Plan	5/22/2007
S4A.04	Levels Two Thru Roof Top Reinforcing Plan	5/22/2007
S4A.05	Roof Framing Plan	8/14/2007
S4B.01	Foundation & Floor Plan	5/22/2007
S4B.02	Levels Two Thru Roof PT Plan	5/22/2007
S4B.03	Levels Two Thru Roof Bottom Reinforcing Plan	5/22/2007
S4B.04	Levels Two Thru Roof Top Reinforcing Plan	5/22/2007
S4B.05	Roof Framing Plan	8/14/2007
S5A.01	Foundation & Floor Plan	8/14/2007
S5A.02	Levels Two Thru Roof PT Plan	8/14/2007
S5A.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S5A.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S5A.05	Roof Framing Plan	8/14/2007
S5B.01	Foundation & Floor Plan	8/14/2007
S5B.02	Levels Two Thru Roof PT Plan	8/14/2007
S5B.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S5B.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S5B.05	Roof Framing Plan	8/14/2007
S6A.01	Foundation & Floor Plan	8/14/2007
S6A.02	Levels Two Thru Roof PT Plan	8/14/2007
S6A.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S6A.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S6A.05	Roof Framing Plan	8/14/2007
S6B.01	Foundation & Floor Plan	8/14/2007
S6B.02	Levels Two Thru Roof PT Plan	8/14/2007
S6B.03	Levels Two Thru Roof Bottom Reinforcing Plan	8/14/2007
S6B.04	Levels Two Thru Roof Top Reinforcing Plan	8/14/2007
S6B.05	Roof Framing Plan	8/14/2007
S7.01	Sections & Details	5/22/2007
S8.01	Column Schedule	5/22/2007
S8.02	Shearwall Schedule	5/22/2007
S8.03	Stair Wall Reinforcements	5/22/2007
S9.01	Typical Post Tensioning Details	5/22/2007
S9.02	Typical Post Tensioning Details	5/22/2007
S10.01	Corridor Connector Plans	5/22/2007
S10.02	Corridor Connector Plans	5/22/2007
S10.03	Sections & Details	5/22/2007
S11.01	Sections & Details	5/22/2007
S11.02	Sections & Details	5/22/2007
S11.03	Sections & Details	5/22/2007
S11.04	Sections & Details	8/14/2007
S-1.1	Foundation & Floor Plan - Parking Garages C1	8/14/2007

**GRANDE PALISADES AT LAKE AUSTIN RESERVE BUILDING C**  
**SCHEDULE B-CONTRACT DOCUMENTS**

**VOLUME 2**

Drawing #	Description	Issued for Construction
S1.2	Building Sections - Parking Garages C1	8/14/2007
S2.1	Level 2 thru 5 - Parking Garages C1	8/14/2007
S2.2	Typical Tendon Layout - Parking Garages C1	8/14/2007
S2.3	Typical Bottom Reinforcing Layout - Parking Garages C1	8/14/2007
S2.4	Typical Top Reinforcing Layout - Parking Garages C1	8/14/2007
S2.4A	Second Level Top Reinforcing Layout	8/14/2007
S3.1	Level 6 - Parking Garages C1	8/14/2007
S3.2	Level 7 - Parking Garages C1	8/14/2007
S4.1	Column Schedule - Parking Garages C1	8/14/2007
S4.2	Shearwall Elevations - Parking Garages C1	8/14/2007
S4.3	Shearwall Elevations - Parking Garages C1	8/14/2007
S4.4	Shearwall Elevations - Parking Garages C1	8/14/2007
S4.5	Sections & Details - Parking Garages C1	5/22/2007
S4.6	Sections & Details - Parking Garages C1	5/22/2007
S5.1	Sections & Details - Parking Garages C1	5/22/2007
S6.1	Sections & Details - Parking Garages C1	5/22/2007
S6.2	Sections & Details - Parking Garages C1	5/22/2007
S7.1	General Notes - Parking Garages C1	5/22/2007
S7.2	Threshold Inspection Plan - Parking Garages C1	5/22/2007
S1.1	Foundation & Floor Plan - Parking Garages C2	8/14/2007
S1.2	Building Sections - Parking Garages C2	8/14/2007
S2.1	Garage Level 2 thru 5 - Parking Garages C2	8/14/2007
S2.2	Typical Post Tension Plan Parking Garage C2	8/14/2007
S2.3	Typical Bottom Reinforcing Layout Pkg Garg C2	8/14/2007
S2.4	Typical Top Reinforcing Layout Pkg Garg C2	8/14/2007
S3.1	Garage Level 6 - Parking Garages C2	8/14/2007
S3.2	Garage Level 7 - Parking Garages C2	8/14/2007
S4.1	Column Schedule - Parking Garages C2	8/14/2007
S4.2	Shearwall Elevations - Parking Garages C2	8/14/2007
S4.3	Shearwall Elevations	8/14/2007
S4.4	Shearwall Elevations	8/14/2007
S4.5	Sections & Details - Parking Garages C2	5/22/2007
S4.6	Sections & Details - Parking Garages C2	5/22/2007
S5.1	Sections & Details - Parking Garages C2	5/22/2007
S6.1	Sections & Details - Parking Garages C2	5/22/2007
S6.2	Sections & Details - Parking Garages C2	5/22/2007
S7.1	General Notes - Parking Garages C2	5/22/2007
S7.2	Threshold Inspection Plan - Parking Garages C2	5/22/2007
S1.1	Foundation & Floor Plan - Parking Garages C3	8/14/2007
S1.2	Building Sections - Parking Garages C3	8/14/2007
S2.1	Garage Level 2 thru 5 - Parking Garages C3	8/14/2007
S2.2	Typical Post Tension Plan Parking Garage C3	8/14/2007
S2.3	Typical Bottom Reinforcing Layout Pkg Garg C3	8/14/2007
S2.4	Typical Top Reinforcing Layout Pkg Garg C3	8/14/2007
S3.1	Garage Level 6 - Parking Garages C3	8/14/2007
S3.2	Garage Level 7 - Parking Garages C3	8/14/2007
S4.1	Column Schedule - Parking Garages C3	8/14/2007
S4.2	Shearwall Elevations - Parking Garages C3	8/14/2007
S4.3	Shearwall Elevations	8/14/2007

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<b>Drawing #</b>	<b>Description</b>	<b>Issued for Construction</b>
S4.4	Shearwall Elevations	8/14/2007
S4.5	Sections & Details - Parking Garages C3	5/22/2007
S4.6	Sections & Details - Parking Garages C3	5/22/2007
S5.1	Sections & Details - Parking Garages C3	5/22/2007
S6.1	Sections & Details - Parking Garages C3	5/22/2007
S6.2	Sections & Details - Parking Garages C3	5/22/2007
S7.1	General Notes - Parking Garages C3	5/22/2007
S7.2	Threshold Inspection Plan - Parking Garages C3	5/22/2007



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**VOLUME 3**

Drawing #	Description	Issued for Construction
MEP-0	Cover Sheet Volume III	22-May-07
M1.0	Mechanical Notes, Legend & Drawing Index	27-Jul-07
M1.1	Mechanical Schedules	27-Jul-07
M1.2	Mechanical Details	22-May-07
M3.1	2ndrm Floor Plans	22-May-07
M3.2	3rdrm Floor Plans	22-May-07
M4.1.1	1st Floor Partial Mechanical Floor Plan- 1B	27-Jul-07
M4.1.2	1st Floor Partial Mechanical Floor Plan- 2D	27-Jul-07
M4.1.3	1st Floor Partial Mechanical Floor Plan-3D	27-Jul-07
M4.1.4A	1st Floor Partial Mechanical Floor Plan 4A	27-Jul-07
M4.1.4B	1st Floor Partial Mechanical Floor Plan 4B	27-Jul-07
M4.1.5	1st Floor Partial Mechanical Floor Plan 5B	27-Jul-07
M4.1.6A	1st Floor Partial Mechanical Floor Plan 6A	27-Jul-07
M4.1.6B	1st Floor Partial Mechanical Floor Plan 6B	27-Jul-07
M4.1.7.C2	1st Floor Partial Mechanical Floor Plan C2	27-Jul-07
M4.1.8.C1	1st Floor Partial Mechanical Floor Plan C1	27-Jul-07
M4.2.1	2nd-5th Floors Partial Mechanical Plan 1B	27-Jul-07
M4.2.2	2nd-5th Floors Partial Mechanical Plan-2D	27-Jul-07
M4.2.3	2nd-5th Floors Partial Mechanical Plan 3D	27-Jul-07
M4.2.4A	2nd-5th Floors Partial Mechanical Plan 4A	27-Jul-07
M4.2.4B	2nd-5th Floors Partial Mechanical Plan 4B	27-Jul-07
M4.2.5	2nd-5th Floors Partial Mechanical Plan 5B	27-Jul-07
M4.2.6A	2nd-5th Floors Partial Mechanical Plan 6A	27-Jul-07
M4.2.6B	2nd-5th Floors Partial Mechanical Plan 6B	27-Jul-07
M4.2.7.C2	2nd-5th Floors Partial Mechanical Plan C2	27-Jul-07
M4.2.8.C1	2nd-5th Floors Partial Floor Plan C1	27-Jul-07
M4.3.1	6th Floor Partial Mechanical Floor Plan 1B	27-Jul-07
M4.3.2	6th Floor Partial Mechanical Floor Plan 2D	27-Jul-07
M4.3.3	6th Floor Partial Mechanical Floor Plan 3D	27-Jul-07
M4.3.4A	6th Floor Partial Mechanical Floor Plan 4A	27-Jul-07
M4.3.4B	6th Floor Plan Partial Mechanical Floor Plan 4B	27-Jul-07
M4.3.5	6th Floor Partial Mechanical Floor Plan 5B	27-Jul-07
M4.3.6A	6th Floor Partial Mechanical Floor Plan	27-Jul-07
M4.3.6B	6th Floor Partial Mechanical Floor Plan 6B	27-Jul-07
M4.3.7.C2	6th Floor Partial Mechanical Floor Plan C2	22-May-07
M4.3.8.C1	6th Floor Partial Mechanical Floor Plan C1	27-Jul-07
M4.4.1	7th Floor Partial Mechanical Floor Plan 1B	27-Jul-07
M4.4.2	7th Floor Partial Mechanical Floor Plan 2D	27-Jul-07
M4.4.3	7th Floor Partial Mechanical Floor Plan 3D	27-Jul-07
M4.4.4A	7th Floor Partial Mechanical Floor Plan 4A	27-Jul-07
M4.4.4B	7th Floor Partial Mechanical Floor Plan 4B	27-Jul-07
M4.4.5	7th Floor Partial Mechanical Floor Plan 5B	27-Jul-07
M4.4.6A	7th Floor Partial Mechanical Floor Plan 6A	27-Jul-07
M4.4.6B	7th Floor Partial Mechanical Floor Plan 6B	27-Jul-07
M4.4.7.C2	7th Floor Partial Mechanical Floor Plan C2	27-Jul-07
M4.4.8.C1	7th Floor Partial Mechanical Floor Plan C1	27-Jul-07

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M4.5.1	Roof Partial Mechanical Floor Plan 1B	22-May-07
M4.5.2	Roof Partial Mechanical Floor Plan 2D	22-May-07
M4.5.3	Roof Partial Mechanical Floor Plan 3D	22-May-07
M4.5.4A	Roof Partial Mechanical Floor Plan 4A	22-May-07
M4.5.4B	Roof Partial Mechanical Floor Plan 4B	22-May-07
M4.5.5	Roof Partial Mechanical Floor Plan 5B	22-May-07
M4.5.6A	Roof Partial Mechanical Floor Plan 6A	22-May-07
M4.5.6B	Roof Partial Mechanical Floor Plan 6B	22-May-07
M4.5.7.C2	Roof Partial Mechanical Floor Plan C2	22-May-07
M4.5.8.C1	Roof Partial Mechanical Floor Plan C1	22-May-07
M4.6.1	Corridor Make-Up Air Duct Schematic	22-May-07
E1.0	Notes, Legends and Fixture Schedules	8/14/2007
E1.1.C1	Single-Line Diagram-Tower C1	8/14/2007
E1.1.C1A	Partial Single-Line Diagrams- Tower C1	5/22/2007
E1.1.C2	Single-Line Diagram-Tower C2	8/14/2007
E1.1.C2A	Partial Single-Line Diagrams- Tower C2	5/22/2007
E1.1.C3	Single-Line Diagram-Tower C3	8/14/2007
E1.1.C3A	Partial Single Line Diagrams-Tower C3	5/22/2007
E1.2.1	Riser Diagrams Tower 1A & 1B	5/22/2007
E1.2.2	Riser Diagram Tower 2A,2B,2C,2D	5/22/2007
E1.2.3	Riser Diagram Tower 3A,3B,3C,3D	5/22/2007
E1.2.4	Riser Diagram Tower 4A, 4B	5/22/2007
E1.2.5	Riser Diagram Tower 5A,5B	5/22/2007
E1.2.6	Riser Diagram Tower 6A, 6B	5/22/2007
E1.3.C1	Panel Schedules-Tower C1	5/22/2007
E1.3.C1A	Panel Schedules-Tower C1	8/14/2007
E1.3.C2	Panel Schedules-Tower C2	5/22/2007
E1.3.C2A	Panel Schedules-Tower C2	8/14/2007
E1.3.C3	Panel Schedules-Tower C3	5/22/2007
E1.3.C3A	Panel Schedules-Tower C3	8/14/2007
E1.4.C1	Comm. Riser Diagram-Tower C1	5/22/2007
E1.4.C2	Comm. Riser Diagram-Tower C2	5/22/2007
E1.4.C3	Comm. Riser Diagram-Tower C3	5/22/2007
E2.1.1	Tower C1 Site Plan	7/27/2007
E2.1.2	Tower C2 Site Plan	5/22/2007
E2.1.3	Tower C3 Site Plan	5/22/2007
E2.1.4	Tower C1 Pool Site Plan	5/22/2007
E2.1.5	Tower C1 Site Plan	5/22/2007
E2.1.6	Tower C2 Site Plan	5/22/2007
E2.1.7	Tower C3 Site Plan	5/22/2007
E3.1	2bdm Floor Plan	8/14/2007
E3.2	2bdm Floor Plan	8/14/2007
E3.3	3bdm Floor Plan	8/14/2007
E4.1.C1	1st Floor Electrical Plan Building C1	7/27/2007
E4.1.C2	1st Floor Electrical Plan Building C2	7/27/2007
E4.1.1	1st Floor Electrical Plan Building 1B	8/14/2007
E4.1.2	1st Floor Electrical Plan Building 2D	8/14/2007

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E4.1.3	1st Floor Electrical Plan Building 3D	8/14/2007
E4.1.4A	1st Floor Electrical Plan-Building 4A	8/14/2007
E4.1.4B	1st Floor Electrical Plan-Building 4B	8/14/2007
E4.1.5	1st Floor Electrical Plan-Building 5B	8/14/2007
E4.1.6A	1st Floor Electrical Plan Building 6A	8/14/2007
E4.1.6B	1st Floor Electrical Plan Building 6B	8/14/2007
E4.2.C1	2nd-5th Floor Electrical Plan-Building C1	7/27/2007
E4.2.C2	2nd-4th Floor Electrical Plan-Building C2	7/27/2007
E4.2.1	2nd-7th Floor Electrical Plan Building 1B	8/14/2007
E4.2.2	2nd-7th Floor Electrical Plan Building 2D	8/14/2007
E4.2.3	2nd-7th Floor Electrical Plan Building 3D	8/14/2007
E4.2.4A	2nd-7th Floor Electrical Plan Building 4A	8/14/2007
E4.2.4B	2nd-7th Floor Electrical Plan Building 4B	8/14/2007
E4.2.5	2nd-7th Floor Electrical Plan Building 5B	8/14/2007
E4.2.6A	2nd-7th Floor Electrical Plan Building 6A	8/14/2007
E4.2.6B	2nd-7th Floor Electrical Plan Building 6B	8/14/2007
E4.3.C1	8th Floor Electrical Plan-Building C1	7/27/2007
E4.3.C2	5th Floor Electrical Plan Building C2	7/27/2007
E4.3.1	Roof Electrical Plan Building 1B	5/22/2007
E4.3.2	Roof Electrical Plan Building 2D	5/22/2007
E4.3.3	Roof Electrical Plan Building 3D	5/22/2007
E4.3.4A	Roof Electrical Plan Building 4A	5/22/2007
E4.3.4B	Roof Electrical Plan Building 4B	5/22/2007
E4.3.5	Roof Electrical Plan Building 5B	5/22/2007
E4.3.6A	Roof Electrical Plan Building 6A	5/22/2007
E4.3.6B	Roof Electrical Plan Building 6B	5/22/2007
E4.4.C1	7th Floor Electrical Plan Building C1	7/27/2007
E4.4.C2	6th & 7th Floor Electrical Plan Building C2	7/27/2007
E5.1.1	Clubhouse Power and Systems Plan	7/27/2007
E5.1.2	Clubhouse Lighting Plan	5/22/2007
P1.0	Plumbing Notes & Schedules	5/22/2007
P1.1	Plumbing Details	5/22/2007
P1.2	Plumbing Isometrics-Sanitary	5/22/2007
P1.3	Plumbing Risers	5/22/2007
P1.4	Plumbing Isometrics	7/27/2007
P-3.10	2bdrm Floor Plans	5/22/2007
P3.2	3 Bedroom Plumbing Floor Plans	5/22/2007
P3.3	Laundry Storage, Rest. Pool & Retail Area Restr	5/22/2007
P3.4	Enlarged Plumbing Plan Isometrics	5/22/2007
P4.1.1	1st Floor Partial Plumbing Floor Plan 1B	5/22/2007
P4.1.2	1st Floor Partial Plumbing Floor Plan 2D	5/22/2007
P4.1.3	1st Floor Partial Plumbing Floor Plan 3D	5/22/2007
P4.1.4A	1st Floor Partial Plumbing Floor Plan 4A	5/22/2007
P4.1.4B	1st Floor Partial Plumbing Floor Plan 4B	5/22/2007
P4.1.5	1st Floor Partial Plumbing Floor Plan 5B	5/22/2007
P4.1.6A	1st Floor Partial Plumbing Floor Plan 6A	5/22/2007
P4.1.6B	1st Floor Partial Plumbing Floor Plan 6B	5/22/2007

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P4.1.7.C2	1st Floor Partial Plumbing Floor Plan C2	7/27/2007
P4.1.8.C1	1st Floor Partial Plumbing Floor Plan C1	7/27/2007
P4.2.1	2nd-5th Floors Partial Plumbing 1B	5/22/2007
P4.2.2	2nd-5th Floors Partial Plumbing 2D	5/22/2007
P4.2.3	2nd-5th Floors Partial Plumbing Plan 3D	5/22/2007
P4.2.4A	2nd-5th Floors Partial Plumbing Plan 4A	5/22/2007
P4.2.4B	2nd-5th Floors Partial Plumbing Plan 4B	5/22/2007
P4.2.5	2nd-5th Floors Partial Plumbing Plan 5B	5/22/2007
P4.2.6A	2nd-5th Floors Partial Plumbing Plan 6A	5/22/2007
P4.2.6B	2nd-5th Floors Partial Plumbing Plan 6B	5/22/2007
P4.2.7.C2	2nd-5th Floors Partial Plumbing Plan C2	7/27/2007
P4.2.8.C1	2nd-5th Floors Partial Plumbing Plan C1	5/22/2007
P4.3.1	7th Floor Partial Plumbing Floor Plan 1B	5/22/2007
P4.3.2	7th Floor Partial Plumbing Floor Plan 2D	5/22/2007
P4.3.3	7th Floor Partial Plumbing Floor Plan 3D	5/22/2007
P4.3.4A	7th Floor Partial Plumbing Floor Plan 4A	5/22/2007
P4.3.4B	7th Floor Partial Plumbing Floor Plan 4B	5/22/2007
P4.3.5	7th Floor Partial Plumbing Floor Plan 5B	5/22/2007
P4.3.6A	7th Floor Partial Plumbing Floor Plan 6A	5/22/2007
P4.3.6B	7th Floor Partial Plumbing Floor Plan 6B	5/22/2007
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P4.4.4B	Roof Partial Plumbing Floor Plan 4B	5/22/2007
P4.4.5	Roof Partial Plumbing Floor Plan 5B	5/22/2007
P4.4.6A	Roof Partial Plumbing Floor Plan 6A	5/22/2007
P4.4.6B	Roof Partial Plumbing Floor Plan 6B	5/22/2007